

CRANSTON SCHOOL COMMITTEE MEETING

JUNE 25, 2015

HOPE HIGHLANDS ELEMENTARY SCHOOL

300 HOPE ROAD, CRANSTON, RI 02921

EXECUTIVE SESSION – 6:00 P.M.

IMMEDIATELY FOLLOWED BY PUBLIC MEETING

AGENDA

1. Call to order – 6:00 p.m. Convene to Executive Session pursuant to RI State Laws –

2. PL 42-46-5(a)(1) Personnel:

a. Discuss Certified Administrator A

b. Discuss Certified Recalls

c. Discuss Non-Certified Recalls

3. PL 42-46-5(a)(2) Collective Bargaining/Litigation:

4. PL 42-46-5(3)

a. District Safety Plan

5. Executive Session

6. Call to Order - Public Session

7. Roll Call – Quorum

8. Executive Session Minutes Sealed – June 25, 2015

- 9. Minutes of Previous Meetings Approved –**
- 10. Public Acknowledgements/Communications**
- 11. Chairperson's Communications**
- 12. Superintendent's Communications**
- 13. School Committee Member Communications**
- 14. Public Hearing**
 - a. Students (Agenda/Non-Agenda Matters)**
 - b. Members of the Public (Agenda Matters Only)**
- 15. Action Calendar/Action Agenda**

RESOLUTIONS

PERSONNEL

Resolution No. 15-06-51 RESOLVED, that at the recommendation of the Superintendent, said certified personnel be recalled from layoff, and;

Be it further RESOLVED that the Superintendent notify these individuals of the committee's actions.

Resolution No. 15-06-52 RESOLVED, that at the recommendation of the Superintendent, the appointment of the following certified administrator:

Christopher D'Ambrosio, Assistant Principal

Cranston High School East

Effective date...July 1, 2015

Fiscal Impact Analysis Attached

Resolution No. 15-06-53 RESOLVED, that at the recommendation of the Superintendent the following certified personnel be appointed for the 2014-2015 school year:

Alysa Berbey, Step 2 +Masters

Education...Santa Clara University, BA, URI, MAT

Experience...Alama Del Mar Charter School

Certification....Music K-12

Assignment...Itinerant 1.0 FTE

Effective date...September 1, 2015

Authorization...New

Fiscal Note... 10312410 51110

David Heath, Step 4 + Masters

Education...PC, BA, URI, Masters

Experience...Southbridge School District

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective Date...September 1, 2015

Authorization...New

Fiscal Note....10312410 51110

Jessica Hookway, Step 2

Education...Salve Regina University BA

Experience...Pawtucket School Department

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective Date...September 1, 2015

Authorization...New

Fiscal Note...10312410 51110

Sara Dillon. Step 6 + Masters

Education...URI, BA, BU, Masters

Experience...Randolph (Vermont) School Department

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective date...September 1, 2015

Authorization...Replacement

Fiscal Note...10312410 51110

Grace Norton, Step 1

Education...RIC, BS

Experience...Cranston Substitute

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective Date...September 1, 2015

Authorization...Replacement

Fiscal Note...10312410 51110

Charles Larson, Step 1 + Masters

Education...URI, BS, Boston Conservatory, Masters

Experience...West Warwick School Department

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective Date...September 1, 2015

Authorization...Replacement

Fiscal Note...10312410 51110

Anthony Mazza, Step 3

Education...URI, BS

Experience...Woonsocket School Department

Certification...Music K-12

Assignment...Itinerant 1.0 FTE

Effective Date...September 1, 2015

Authorization...Replacement

Fiscal Note...10312410 51110

Matthew Brady, Step 1

Education...RIC, BS

Experience...Student Teacher

Certification...Music K-12

Assignment...Itinerant .5 FTE

Effective Date...September 1, 2015

Authorization...New

Fiscal Note...10312410 51110

Resolution No. 15-06-54 RESOLVED, that at the recommendation of the Superintendent, the retirement of the following certified personnel be accepted:

Christine Harrington, Teacher

Itinerant

Effective Date...June 29, 2015

Linda Bello, Teacher

District

Effective Date...June 29, 2015

Resolution No. 15-06-55 RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following certified personnel be accepted:

Lisa Skinner, Teacher

Eden Park

Effective...July 1, 2015

Resolution No. 15-06-56 RESOLVED, that at the recommendation of the Superintendent, the following non-certified employee(s) be

appointed:

Brian Cavanaugh, Mechanic

Transportation

Effective Date...July 7, 2015

Replacement

Fiscal Note... 15049050 51110

Resolution No. 15-06-57 RESOLVED, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:

Domenica DeLuca, Custodian

Plant

Effective Date...August 28, 2015

Resolution No. 15-06-58 RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following non-certified personnel be accepted:

Michael McDonald, Teacher Assistant

Gladstone

Effective Date...August 31, 2015

Lynn Carter, Teacher Assistant

Leave

Effective Date...June 10, 2015

Resolution No. 15-06-59 RESOLVED, that at the recommendation of the Superintendent, said non-certified personnel be recalled from layoff, and;

Be it further RESOLVED that the Superintendent notify these individuals of the committee's actions.

BUSINESS

Resolution No. 15-06-60 RESOLVED, that at the recommendation of the Superintendent that we accept from Mr. Alan Shawn Feinstein a gift award to Eden Park Elementary School subject to the terms and conditions of the agreement, which will include but are not limited to

- Permanent signage located on the side of the school building;**
- Replacement/purchase of classroom technology;**

- Additional afterschool programs and purchase of supplies/equipment necessary for the programs.
- Increased cultural arts opportunities for the students.

TABLED RESOLUTIONS

Resolution No. 15-06-10 RESOLVED, that the employment contract for Jeannine Nota-Masse for the position of Superintendent be approved. (Financial Impact Analysis attached)

Resolution No. 15-06-37 RESOLVED, that the Lease Agreement between Legion Realty Co., Inc. and the Cranston School Department for the premises located at 83 and 85 Rolfe Street, Cranston, Rhode Island be approved. The property will house the Adult Education program which includes but is not limited to GED and Adult Vocational Program. (See Attached Lease)

16. Public Hearing on Non-Agenda Items

17. Announcement of Future Meeting(s) –July 8, 2015 and July 13, 2015

18. Adjournment

School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.

Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items

proposed on the agenda.

Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8170 72 hours in advance of hearing date. Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at www.cpsed.net, Cranston Public Schools' administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 845 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

Notice posted: June 23, 2015

Administrator's Compensation Schedule

Fiscal Year 2015-2016

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN DISABILITY OASDI MEDICARE TOTAL Fringe Sal & Fringe

Christopher D'Ambrosio Ass't Prin East	95,000.00	14310	1035	25
15,210	96 0 0 1378	32,053	127,053	

Jeannine	Nota-Masse Superintendent Briggs	156,000.00
14310 1035 25	24,976 96 2544 0 2262	45,248 201,248

Administrator's Compensation Schedule

Fiscal Year 2016-2017

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN DISABILITY OASDI MEDICARE TOTAL Fringe Sal & Fringe

Christopher D'Ambrosio Ass't Prin East	95,000.00	14310	1035	25
15,210	96 0 0 1378	32,053	127,053	

Jeannine	Nota-Masse Superintendent Briggs	159,120.00
14310 1035 25	25,475 96 2544 0 2307	45,792 204,912

Administrator's Compensation Schedule

Fiscal Year 2017-2018

NAME POSITION SCHOOL	ANN	SALARY
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HEALTH DENTAL LIFE PENSION SURV

BEN DISABILITY OASDI MEDICARE TOTAL Fringe Sal & Fringe

Christopher D'Ambrosio Ass't Prin East 95,000.00 14310 1035 25
15,210 96 0 0 1378 32,053 127,053

Jeannine Nota-Masse Superintendent Briggs 162,302.00
14310 1035 25 25,985 96 2544 0 2353 46,348 208,650

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REAL ESTATE LEASE

This Lease Agreement ("Lease") is dated June 25, 2015, by and between Legion Realty Co., Inc. ("Landlord"), and Cranston School Department ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Real Estate (the "Premises") located at 83 and 85 Rolfe Square, Cranston, RI 02910 consisting of approximately 6,500 sq. ft as outlined in the copy of the floor plans attached hereto.

TERM. The lease term will be for three years beginning on July 1, 2015 and will terminate three years later on June 30, 2018.

LEASE PAYMENTS. Tenant shall pay to Landlord annual lease payments of \$ 7.00 per square foot (\$ 45,500), \$ 3,792 payable monthly beginning on the 1st. day of each month for the first two years of the lease and \$ 7.25 per square foot, (\$ 47,125), \$ 3,927 payable monthly for the last one year of the lease.

Lease payments shall be mailed to the Landlord, C/O Francis J. Mariano, 2 Oak Tree Lane, Cranston, RI 02920, which address may be changed from time to time by the Landlord.

OPTION TO RENEW LEASE. Tenant shall have the option to renew the lease for a period of three years at a rate of \$ 7.50 per square foot for the first two years of the renewal period and \$ 7.75 per square foot for the remaining one year of the renewal period.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$ 3,792 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. Landlord shall have the right to offset the security deposit, in full or in part, against rent due under the terms of this lease upon rent in any amount becoming delinquent for 30 days or more.

POSSESSION. Tenant shall be entitled to possession on the first day

of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for a teaching facility. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$1,000,000.00 for injury to one person, and \$1,000,000.00 for any one accident, and a limit of at least \$100,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building

Tenant's obligation for maintenance shall include:

- the sewer, water pipes, and other matters related to plumbing within the premises
- Maintenance of the heating and air conditioning (if any) and for repairs thereto, except for major repairs or replacement thereof, which shall be the responsibility of the landlord. Major repairs are defined as repairs costing in excess of \$1,500.00. Tenant shall be responsible for the first \$1,500.00 of any repairs. In addition, tenant shall pay the landlord for any and all damages to water or gas fixtures, heating apparatus, plumbing connections and electrical fixture or lights, if said damage is caused by tenant. The landlord shall not be liable to the tenant for any damage to any property from

any cause whatsoever while on the demised premises, unless resulting from the unlawful acts or active negligence on the part of the landlord, his agents and servants.

- all other items of maintenance not specifically delegated to Landlord under this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises including heat, electric, air-conditioning, water, sewer and telephone.

TAXES. Tenant shall be responsible for all real estate taxes assessed against the premises during the term of the lease, including any real estate taxes levied against the land and buildings because of alterations, additions, changes or improvements done to the land and buildings by the tenant. Real estate taxes shall be paid monthly to landlord beginning on the first day of the lease. The amount of real estate taxes paid monthly shall be an estimate, based on the prior year's tax billing(s). Any difference between the monthly estimated amount and the actual amount shall be settled annually upon the issuance of current year tax bills. Taxes currently approximate \$ 15,950 annually, \$ 1,329 monthly.

Tenants shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon written notice to Tenant that the Premises have been sold as follows:

- In the event that there is more than one year remaining on the initial lease term, the landlord may terminate this lease upon written notice, such termination to become effective one (1) year from the date of such notice.
- In the event that there is less than one year left on the initial lease term or extensions thereof, the landlord may terminate this lease upon written notice, such termination to become effective six (6) months from the date of such notice.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fail to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of

Tenant's default. All sums of money or charges required to be paid by Tenants under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. Tenant shall not make any changes to the front or side of the premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures,

and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Tenant shall provide to landlord the necessary key(s) and alarm codes necessary to enter the premises. Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenants consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agree to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the

Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenants.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Legion Realty Co., Inc.

C/O Francis J. Mariano, 2 Oak Tree Lane

Cranston, RI 02920

Tel. # 401-261-7010

TENANT:

**Gayle Dzekevich
83 Rolfe Square
Cranston, RI 02910
401-270-8176
Cell 401-225-2096**

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Rhode Island.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall

continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Legion Realty Co., Inc.

By: _____

Date:

Christine Mariano, Treasurer

TENANT:

Cranston School Department

By: _____ **Date:**
